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*Suzanne Henderson*

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**SECOND AMENDMENT OF OIL, GAS AND MINERAL LEASE  
AND RATIFICATION OF POOLED UNIT**

STATE OF TARRANT      §  
   §  
COUNTY OF TARRANT   §

WHEREAS, **STEPHANIE CLAIRE CECIL**, whose address is 7700 Bermejo, Fort Worth, Texas 76112 (hereinafter referred to as "Lessor"), executed an unrecorded Oil, Gas and Mineral Lease dated August 18, 2003, in favor of **ANTERO RESOURCES I, LP**, a Memorandum which is filed as Instrument No. D203382397 in the Official Public Records of Tarrant County, Texas, as amended by that certain unrecorded Amendment of Oil, Gas and Mineral Lease dated April 7, 2006 (hereinafter collectively referred to as the "Lease"), whereby Lessor leased the lands described in the Lease;

WHEREAS, the Lease and all rights and privileges thereunder are now owned and held by **XTO ENERGY INC.**, a Delaware corporation (hereinafter referred to as "Lessee"); and

WHEREAS, Lessor and Lessee desire to amend the royalty provision and the pooling provision of the Lease.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree that the Lease is hereby amended as follows:

1. Paragraph 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"3. Royalty.

(a) As to royalties, Lessee agrees:

(1) To deliver free of cost to Lessor at the wells or to the credit of Lessor at the pipeline to which the wells may be connected, 23% (the "Royalty Percentage") of all oil and other liquid hydrocarbons produced and saved from the Leased Premises. Lessee shall

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pay to Lessor the Royalty Percentage based upon the market value at the well of oil and other liquid hydrocarbons of like grade and gravity prevailing on the day the oil and other liquid hydrocarbons are run from the Lease in the general area in which the Leased Premises is located.

(2) To pay to Lessor:

(i) On gas produced from the Leased Premises and sold by Lessee or used on the Leased Premises and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Percentage of the market value at the point of sale, use, or other disposition to the first unaffiliated third party purchaser.

(ii) On gas produced from the Leased Premises that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Percentage of the market value of the gas at the inlet to the processing plant, or the Royalty Percentage of the market value of all processed liquids saved from the gas at the plant plus the Royalty Percentage of the market value of all residue gas at the point of sale, use, or other disposition to the first unaffiliated third party purchaser.

(iii) On gas produced from the Leased Premises that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the Royalty Percentage of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Percentage of the market value of all residue gas at the point of sale, use, or other disposition to the first unaffiliated third party purchaser.

(b) If gas produced from the Leased Premises is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the gross proceeds received by Lessee in the sale, subject to the provisions of paragraph 4(c) below.

(c) The market value of gas will be based upon the Lessor's marketing of the production with due diligence to obtain the best price reasonably possible at the specified location by reference to the gross heating value (measured in British Thermal Units) and quality of the gas. The market value used in the calculation of Lessor's oil and gas Royalty Percentage will never be less than the total proceeds received by Lessee in connection with the sale, use, or other disposition of the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes increased proceeds of production for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the realized proceeds will be added to the gross proceeds received by Lessee.

(d) Lessor's Royalty Percentage shall never bear, either directly or indirectly, any part of the costs or expenses to prepare the oil, gas or other production for market including, but not limited to production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing of the oil, gas and other hydrocarbons

produced from the Leased Premises or any part of the costs of construction, operation, or depreciation of any plant or other facilities or equipment used in the handling of oil or gas.

(e) Lessor shall be paid the Royalty Percentage of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas is subsequently produced, Lessor will only receive its Royalty Percentage of any payments made for make-up gas taken pursuant to the take or-pay provision or similar provision.

(f) As used in this Lease, "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than ten percent of the outstanding voting interests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons."

2. Provision 3 of Exhibit A to the Lease is hereby deleted in its entirety.

3. Any reference to "40 acres" within paragraph 5(a) is hereby deleted and replaced with "640 acres".

4. The sentence in Paragraph 5 of the Lease which reads "Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located" is hereby amended to read:

"Any unit so formed may be re-formed or decreased in size, so long as the entirety of the Leased Premises remains in said unit, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which the said pooled acreage is located; provided, however, without Lessor's prior written consent (i) such unit may not be enlarged, (ii) no tract affected by a wellbore shall be removed from such unit, and/or (iii) no tract projected to be affected by a permitted wellbore shall be removed from such unit until after the wellbore has been drilled and it is determined that the tract is not affected by a wellbore."

5. Paragraph 11 of the Lease is hereby deleted in its entirety and replaced with the following:

"11. Special Warranty.

(a) As to Title, Lessee has the opportunity to conduct a search and to obtain its own title opinion and mineral opinion to confirm proper ownership of the Leased Premises secured under this Lease. Lessee is responsible for confirming proper title to the Leased Premises. Lessor warrants and agrees to defend the title to the leased premises against all persons

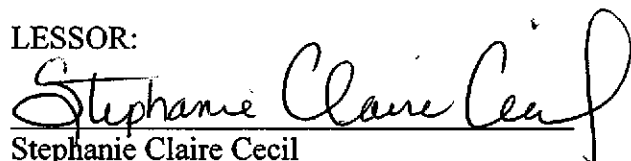
who lawfully claim title to the leased premises or any part thereof, by, through or under Lessor, but not otherwise.. In the event Lessee is unable to obtain a subordination agreement, at Lessee's sole expense, Lessee may, at its option, discharge any tax, mortgage, or other lien or interest and other charges on the Leased Premises, and in the event Lessee does so, Lessee will have the option of applying the royalties accruing to Lessor toward payment of same and Lessee shall be subrogated to the rights of the holder thereof. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties (including shut-in royalties) payable hereunder will be reduced proportionately.

(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all claims resulting from or arising out of or in connection with operations of or for Lessee hereunder and from and against all costs and expenses incurred by Lessor by reason of any such claim or claims.

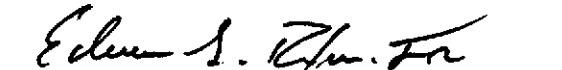
For the same consideration recited above, Lessor does hereby adopt, ratify and confirm the Lease and all of its provision, except as herein modified and amended, and does hereby grant, lease, and let to the Lessee therein or its successors and assigns, any and all interests which Lessor originally leased, either by conveyance, devise, inheritance or operation of law, to the lands described therein, in accordance with each and all of the provisions contained in the Lease and as amended hereby, and Lessor hereby declares that the Lease and all of its provisions, as amended are binding on the undersigned and is a valid and subsisting oil and gas lease and this agreement shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Lessor.

Except as herein amended, the Lease is and remains in full force and effect as originally written. This Amendment is executed by Lessor on the date of the acknowledgement below, but is effective as of August 18, 2003.

LESSOR:

  
Stephanie Claire Cecil

XTO ENERGY INC.

  
Edwin S. Ryan, Jr.  
Senior Vice President—Land Administration

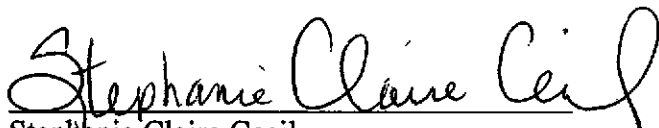
#### **CONSENT OF POOLED UNIT**

Lessee created the Ole Gieser Unit, as more particularly described in the Designation of Unit dated May 1, 2006, recorded as Instrument Number D206126921 in the Official Public Records of Tarrant County, Texas, as amended by that certain Amended Designation of Unit

dated March 30, 2007, recorded as Instrument Number D207110183 in the Official Public Records of Tarrant County, Texas, and as further amended by Second Amended Designation of Unit and Consent to Unit dated July 30, 2007, recorded as Instrument Number D207272837 in the Official Public Records of Tarrant County, Texas, which pools and unitizes the leases and the minerals described in the above described Designation. Lessee has informed Lessor that the above described Designation will be further amended to reflect the new unit size and shape as depicted on the plat attached as Exhibit A. For the same consideration as stated above, Lessor hereby ratifies, confirms, and consents to the formation of the unit as depicted on Exhibit A. However, in the event Lessee desires to reform such unit, Lessee shall obtain Lessor's written consent in compliance with this Second Amendment of Oil, Gas, and Mineral Lease to the Lease, Clause Number 4.

This consent shall be binding upon the Lessor and her successors and assigns from the effective date of the Designation, and this consent shall be binding on Lessor until said Unit is terminated.

LESSOR:

  
Stephanie Claire Cecil

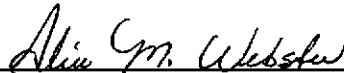
#### ACKNOWLEDGEMENT

STATE OF TEXAS           §

§

COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 23 day of September, 2008 by Stephanie Claire Cecil, a single person, dealing in her sole and separate property.



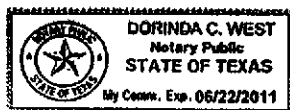
Notary Public, State of Texas



#### CORPRATE ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 24<sup>th</sup> day of September, 2008 by Edwin S. Ryan, Jr., Senior Vice President—Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said Corporation.

  
Notary Public, State of Texas



After Recording Return to:  
XTO Energy Inc. - Land Dept.  
810 Houston St.  
Fort Worth, TX 76102 - AH

Exhibit "A"

